UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA Miami Division

	Case No:
AVIGAIL DIVEROLI	
Plaintiff,	
VS.	
AMERICAN AIRLINES, INC.	
Defendant.	

COMPLAINT

COMES NOW Plaintiff, AVIGAIL DIVEROLI (hereafter "Plaintiff") by and through her undersigned counsel, and states its Complaint against the Defendant, AMERICAN AIRLINES, INC. (hereinafter, "AA"), and alleges the following:

PARTIES

- Plaintiff is a United States citizen who is a permanent resident of Miami-Dade County, Florida, and are otherwise sui juris.
- 2. United is a foreign corporation organized under the laws of Texas. AA has a principle address of 4333 Amon Carter Blvd., MD5675 FORT WORTH, TX 76155. AA is a common air carrier conducting business in Miami-Dade County, Florida. AA operates flights daily in North America throughout the whole United States, and elsewhere around the globe.
- 3. AA maintains its principle place of business in Fort Worth, Texas and maintains an agent for service of process in Florida.

JURISDICTION

- 4. This is an action for damages in excess of \$75,000, exclusive of interests, costs, attorney's fees, and combined with the diverse citizenship of the parties is within the subject matter jurisdiction of this Court pursuant to 28 U.S.C. §1332.
- 5. Moreover, at all material times, AA is defined as an air carrier by 49 U.S.C. §40102(a)(2), and presumptively held a valid Certificate of Public Conveyance and Air Carrier Operating Certificate, as set forth in 49 U.S.C. §41101(a)(1) and 49 U.S.C. §44705 respectively.

VENUE

- 6. Venue is proper in this District, pursuant to 28 U.S.C. § 1391(b).
- 7. All Parties as well as the acts and omissions complained of herein occurred and will continue to occur in Miami-Dade County of the Southern District of Florida.
- 8. Venue is proper in this district, as this district is the commencement and departure point for Plaintiff. Moreover, the incident which gave rise to the Plaintiff's injuries, occurred in Miami-Dade County, Florida.

DEMAND FOR JURY TRIAL

9. Plaintiff is entitled to, and hereby respectfully demands, a trial by jury on all counts stated within and any issues so triable.

FACTS GIVING RISE TO A CAUSE OF ACTION

10. This is a terrible case where AA completely ignored the mental anguish of a passenger, ignored their own carrier agreement with passengers, and violated every standard of decency.

- 11. On or about April 9, 2019, Plaintiff, who is pregnant and suffers from severe anxiety, purchased a business-class ticket from Miami to Los Angeles, California (See Exhibit A). On or about April 17, 2019 a medically necessary comfort animal, a dog by the name of Simba (a picture of which is attached as Exhibit B) was added to reservation. Record for pet WPCORU.
- 12. Plaintiff was flying with her husband, Menachem Mendel Gross and Yoav Botach, Plaintiff's 87-year old grandfather who has severe medical issues because of his advanced age.
- 13. When Plaintiff called AA on April 17, 2019, AA confirmed that Simba could also fly business class. Moreover, the night before Plaintiff's flight, Plaintiff again called AA and confirmed that Simba could sit in the business class cabin because the dog was an emotional support animal.
- 14. At a certain point, Regina, a flight attendant for AA, notices Simba, and screams loudly that the dog is not allowed in the cabin, and that it's an FAA violation.
- 15. Regina told Plaintiff that she is filing an FAA Complaint. Regina yelled at Plaintiff and her husband the whole trip, even stating so much that the dog is not allowed to be wrapped with an AA blanket¹.
- 16. After more yelling and abusive behavior, Regina takes a picture of the kennel, as well as of Plaintiff, which was without Plaintiff's consent.
- 17. Midflight, Plaintiff is forcefully downgraded, and then moved to a different seat.

 After Plaintiff voiced her concern, indicating that she has severe anxiety, Regina stated that she does not care, and that everything she was doing was ordered by the

¹ Originally, the dog was held on the lap, wrapped in an AA blanket. This is allowed under the AA Carrier Contract for Emotionally Support Animals

captain.

- 18. To make matters worse, Regina informs Plaintiff that her having an emotional support animal is against FAA regulations and that Plaintiff will be "cuffed" when the plane lands. After terrifying Plaintiff, Regina tells Plaintiff that she needs to lock up Simba in the bathroom for the last hour of the flight.
- 19. Throughout the whole ordeal, other flight attendants kept walking over to Plaintiff and apologizing, saying that Regina is a "sour apple" and that this [animals within the cabin] is a known issue for her.
- 20. Although being a "sour apple" is no excuse for traumatizing Plaintiff, Plaintiff did not want to argue and requested a bathroom close to her, as this dog was an emotional support dog and Plaintiff had severe anxiety. Instead, Regina wanted to put him in a very small bathroom. She took the kennel and started slamming the dog, in its kennel, with the door to the bathroom. Plaintiff was horrified by this and yelled, "What are you doing to my dog?"
- 21. Once Plaintiff landed, she was escorted off the plane by police, leaving her 87-year old grandfather to sit by himself. It should be understood Plaintiff's 87-year-old grandfather was confused and started getting irate because he did not know what was happening.
 - a. The "other flight attendants" who kept walking over to Plaintiff and apologizing for Regina's terrible behavior were Brian and Gary, whose badge ID numbers are 345206 and 50972, respectively.
- 22. After Plaintiff was escorted out by police, Plaintiff's husband met with a representative from AA named Jamar, who told them that the airline made a

- mistake by letting a kennel that big on the plane, but that Plaintiff should not have been treated that way.
- 23. Ultimately, the police concluded that this is a private matter, and there was no criminal violation.
- 24. As Plaintiff's husband was exiting the airplane, the captain rushed out and yelled, "Don't bring that thing on to my plane! You see the belly of the plane, that's where he belongs. You see his belly, he belongs in the belly of the plane. Dogs should not be allowed on the plane."
- 25. It should be noted that Plaintiff and her husband have a long and positive history with AA. Plaintiff's husband has multiple family members that are part of the Million Mile Club, and Plaintiff's husband has been flying exclusively with AA for over 25 years.
- 26. To date, Plaintiff has been a nervous wreck, and has been severely distraught. Her anxiety has increased substantially, and she has not yet recovered from her mental pain and anguish.
- 27. As a direct and proximate result of AA's failure to accommodate Plaintiff, Plaintiff sustained serious injuries and damages including, but not limited to, loss of ability to enjoy life, mental disability, past and future medical expenses, and other mental pain and damages.

COUNT I NEGLIGENCE (AGAINST AA)

28. Plaintiff re-alleges and readopts Paragraphs one (1) through twenty-seven (27) as if set forth fully herein and further alleges:

- 29. At all times material hereto, the subject aircraft was operated under the ownership, direction, control, supervision and instruction of AA, by and through its authorized crewmembers, employees, servants, officers and/or agents acting in the scope of their agency or employment.
- 30. As a common carrier, AA owed a duty to its passengers, and in particular to Plaintiff, to provide carriage with a degree of care necessary to accommodate Plaintiff if she makes a reasonable request.
- 31. AA is also duty bound to exercise the requisite degree of care to prevent injury of any kind, and to maintain its aircraft in a safe condition.
- 32. AA, by and through its authorized crewmembers, employees, servants, officers, and/or agents acting in the scope of their agency or employment in the ownership, use, operation, training, control, inspection, repair, maintenance and servicing of the subject aircraft failed to take all necessary measures to avoid the subject accident. In fact, AA exacerbated it.
- 33. AA committed acts or omissions which demonstrate that it failed to take all necessary measures to avoid the subject accident and breached its duty of care. One such example of this is removing Plaintiff's comfort animal. Plaintiff is a pregnant woman with anxiety who was taking care of her 87-year-old grandfather.
- 34. Plaintiff has endured, and will continue to endure, great pain, suffering, inconvenience, embarrassment, mental anguish and emotional and psychological trauma.
- 35. Moreover, Plaintiff has been, and will be required to expend, large sums of money for medical treatment and care, rehabilitation and therapeutic treatment, and other

services.

36. As a direct and proximate result of AA's failure to accommodate Plaintiff, Plaintiff sustained serious injuries and damages including, but not limited to, loss of mobility, loss of ability to enjoy life, disability, past and future medical expenses, and other injuries and damages.

II. BREACH OF CONTRACT

- 37. Plaintiff re-alleges and readopts Paragraphs one (1) through twenty-seven (27) as if set forth fully herein and further alleges:
- 38. AA has a carrier contract, which can be found at this website:

 https://www.aa.com/i18n/travel-info/special-assistance/service-animals.jsp
- 39. This carrier contract deals with service and emotional support animals, as well as their requirements.
- 40. AA's requirements are as follows:
 - a. 1 emotional support / psychiatric service animal per person
 - Animal must be a cat or dog (trained miniature horse may be permitted as a service animal); 4 months or older
 - c. Animal must be clean and well-behaved
 - d. Animals must be able to fit at your feet, under your seat or in your lap (lap animals must be smaller than a 2-year old child)
 - e. If the animal is in a kennel, it must fit under the seat in front of you with the animal in it
- 41. Plaintiff's animal meets all of these requirements. Instead of accommodating Plaintiff, AA staff yelled at Plaintiff, called the police on her, and threw her

emotional support dog in a bathroom, and repeatedly smashed the door on the dog

while inside the kennel because the kennel did not fit.

42. Plaintiff provided AA with advanced notice, and even though AA staff was

abusive to the Plaintiff, the emotional support dog did not bark or growl.

43. The reality is that Plaintiff's animal was in her control, or in the control of her

husband, at all times.

44. As such, AA entered into a contract with Plaintiff

45. AA breached that contract by removing the dog from her possession, stuffing it

into a bathroom, and causing severe trauma to Plaintiff

46. AA's breach caused the Plaintiff damage, not related to her emotional distress.

Obviously, the kennel was damages, and the dog was traumatized by the event.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request that this Court enter a judgment against

Defendant, AMERICAN AIRLINES, INC., for damages together with interest and costs

of this suit, along with any other and further relief as this Court may deem just, equitable

and proper.

Dated: August 5, 2019

Respectfully submitted,

Legal Justice Advocates, LLP

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Washington, DC 20006

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Email: yh@legaljusticeadvocates.com

/s/ Yvette J. Harrell

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Andre G. Raikhelson

Bar Number: 123657

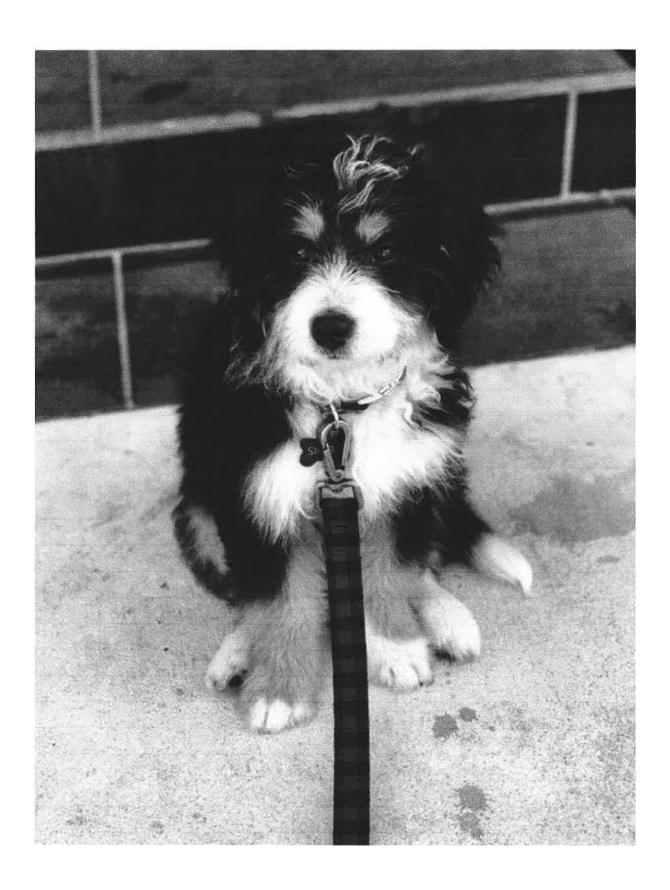
EXHIBIT A

PURCHASED TICKET



EXHIBIT B

PICTURE OF SIMBA



JS 44 (Rev. 06/G) 45 50 1:19 -6/V/123 251-BB Documen**civil Cover of Cover OS** Docket 08/05/2019 Page 1 of 1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS AVIGAIL DIVEROLI

DEFENDANTS AMERICAN AIRLINES, INC.

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II. BASIS OF JURISDI	CTION (Place an "X"	in One Box Only)	I. CITIZENSHIP OF		PAL PARTIES	•	
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IV. NATURE OF SUIT			Click here for: Nature of Suit Coo	the second secon	Links and the second se		
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Forcelosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle Product Liability 360 Other Personal Injury Med Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Cher 446 Amer. w/Disabilities - Other 448 Education	□ 370 Other Fraud □ 371 Truth in Lending □ 380 Other Personal □ Property Damage □ 385 Property Damage □ 70 Product Liability PRISONER PETITIONS □ 463 Alien Detainee □ 510 Motions to Vacate □ 510 Motions to Vacate □ 530 General □ 535 Death Penalty □ 540 Mandamus & Other □ 550 Civil Rights □ 555 Prison Condition □ 560 Civil Detainee — □ Conditions of	IMMICRATION ☐ 462 Naturalization Application	422 A 423 W 2 424 M 2 425 M 2 426 M	atent – Abbreviated Drug Application rademark CIAL SECURITY IIA (1395ff) black Lung (923) plwC/DIWW (405(g)) SID Title XVI SI (405(g)) ERAL TAX SUITS axes (U.S. Plaintiff or Defendant) IRS—Third Party 2:	375 False Cl 376 Qui Tan 3729 (a)) 400 State Re 410 Antitrus 430 Banks as 450 Commer 460 Deportar 470 Racketee Corrupt Orge 480 Consum 490 Cable/Se 850 Securitic Exchange 891 Other St 891 Agricult 893 Environe 895 Freedom Act 896 Arbitrati 899 Adminis Act/Review of Agency Deci	an (31 USC) supportionment t and Banking rece tion or Influenced and anizations or Credit at TV sus/Commodities/ atutory Actions ural Acts mental Matters of Information tion trative Procedure or Appeal of
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VI. RELATED/ RE-FILED CASE(S)	(See instructions): a) JUD		✓ NO b) Related		YES 🗹 NO OCKET NUMBE	R:	
VII. CAUSE OF ACTION	ON 49 USC ss 41102 ((a)(2); 49 USC ss 4110	iling and Write a Brief Staten 01(a)(1); 49 USC ss 44	705. Neg	se (Do not cite jurisdic ligence; Breach	ctional statutes unli of Contract	ess diversity):
VIII DECHECTED IN	LENGTH OF TRIAL	- A - Ulb - Seva - Ville - III	for both sides to try entire ca	se)			
VIII. REQUESTED IN COMPLAINT:	UNDER F.R.C.P	IS A CLASS ACTION . 23	DEMAND \$	ı	CHECK YES only	<u></u>	omplaint: □ No
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UNITED STATES DISTRICT COURT

		for the
	Southern D	istrict of Florida
AVIGAIL DIV))))
Plaintiff(. V. AMERICAN AIRLI Defendant	ANES, INC.	Civil Action No.
	SUMMONS I	N A CIVIL ACTION
To: (Defendant's name and address,	AMERICAN AIRLINES, IN c/o THE CORPORATION CORPORATION TRUST 1209 ORANGE STREET WILMINGTON, DE 1980	TRUST COMPANY CENTER
A lawsuit has been file	ed against you.	
are the United States or a Unit P. 12 (a)(2) or (3) — you must	ed States agency, or an offit t serve on the plaintiff an a	CATES, LLP JITE 300
If you fail to respond, You also must file your answe		e entered against you for the relief demanded in the complaint.
		CLERK OF COURT
Date:		Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

	This summons for (nar	ne of individual and title, if any)					
was re	ceived by me on (date)	· · · · · · · · · · · · · · · · · · ·					
	☐ I personally served	the summons on the individual a	xt (place)				
			on (date)	; or			
	☐ I left the summons	at the individual's residence or u	sual place of abode with (name)				
		, a person of suitable age and discretion who resides there,					
	on (date)	, and mailed a copy to t	he individual's last known address; or				
	☐ I served the summo	Ons on (name of individual)		, who is			
	designated by law to	accept service of process on beha	lf of (name of organization)				
			on (date)	; or			
	☐ I returned the sumr	nons unexecuted because		; or			
	☐ Other (specify):						
	My fees are \$	for travel and \$	for services, for a total of \$	0.00			
52	I declare under penalty	y of perjury that this information	is true.				
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			Printed name and title				
			Server's address				

Additional information regarding attempted service, etc: